

**STATE OF TENNESSEE**  
**Department of Commerce and Insurance**  
**500 James Robertson Parkway**  
**Nashville, TN 37243-1131**  
**PH - 615.532.5260, FX - 615.532.2788**  
**Jerald.E.Gilbert@tn.gov**

July 25, 2012

State Auto Insurance Company  
100 State Auto Boulevard  
Goodlettsville, TN 37072  
NAIC # 2919

Certified Mail  
Return Receipt Requested  
7011 2970 0003 4363 5548  
Cashier # 4381

Re: Kristopher R. And Carie Majors V. State Auto Insurance Company

Docket # 2012-CV-1879-CV

To Whom It May Concern:

Pursuant to Tennessee Code Annotated § 56-2-504 or § 56-2-506, the Department of Commerce and Insurance was served July 25, 2012, on your behalf in connection with the above-styled proceeding. Documentation relating to the subject is herein enclosed.

Jerald E. Gilbert  
Designated Agent  
Service of Process

JUL 30 2012

Enclosures

cc: Circuit Court Clerk  
Franklin County  
360 Wilton Circle, Room 157  
Winchester, Tn 37398-2641

EXHIBIT

## CIRCUIT COURT SUMMONS

FRANKLIN COUNTY, TENNESSEE

STATE OF TENNESSEE  
COUNTY OF FRANKLIN2612-cv-  
FILE NO. 18791 -CVKRISTOPHER R. MAJORS and wife, CARIE MAJORS,

Plaintiff

VS.

STATE AUTO INSURANCE COMPANY

Defendant

To The Above Named Defendant: STATE AUTO INSURANCE COMPANY  
c/o COMMISSIONER OF INSURANCE

You are summoned to appear and defend the ATTACHED civil action filed against you in CIRCUIT Court, FRANKLIN County, Tennessee, and your defense must be made within thirty (30) days from the date this summons is served upon you. You are further directed to file your defense with the Clerk of the Court and send a copy to the Plaintiff's attorney at the address listed below.

In case of your failure to defend this action by the above date, judgment by default will be rendered against you for the relief demanded in the Complaint.

ISSUED: 7/17, 2012.Clerk  
FRANKLIN County, TennesseeBy: Brooke Quinn

Deputy Clerk

ATTORNEY FOR PLAINTIFF:

JERRE M. HOOD

OR

124 1st. Ave. NW

Address

PLAINTIFF'S ADDRESS

Winchester, TN 37398

## NOTICE

## TO THE DEFENDANT(S):

TENNESSEE LAW PROVIDES A FOUR THOUSAND DOLLAR (\$4,000.00) PERSONAL PROPERTY EXEMPTION FROM EXECUTION OR SEIZURE TO SATISFY A JUDGMENT. IF A JUDGMENT SHOULD BE ENTERED AGAINST YOU IN THIS ACTION AND YOU WISH TO CLAIM PROPERTY AS EXEMPT, YOU MUST FILE A WRITTEN LIST, UNDER OATH, OF THE ITEMS YOU WISH TO CLAIM AS EXEMPT WITH THE CLERK OF THE COURT. THE LIST MAY BE FILED AT ANY TIME AND MAY BE CHANGED BY YOU THEREAFTER AS NECESSARY; HOWEVER, UNLESS IT IS FILED BEFORE THE JUDGMENT BECOMES FINAL, IT WILL NOTE BE EFFECTIVE AS TO ANY EXECUTION OR GARNISHMENT ISSUED PRIOR TO THE FILING OF THE LIST. CERTAIN ITEMS ARE AUTOMATICALLY EXEMPT BY LAW AND DO NOT NEED TO BE LISTED; THESE INCLUDE ITEMS OF NECESSARY WEARING APPAREL FOR YOURSELF AND YOUR FAMILY AND TRUNKS OR OTHER RECEPTACLES NECESSARY TO CONTAIN SUCH APPAREL, FAMILY PORTRAITS, THE FAMILY BIBLE, AND SCHOOL BOOKS. SHOULD ANY OF THESE ITEMS BE SEIZED YOU WOULD HAVE THE RIGHT TO RECOVER THEM. IF YOU DO NOT UNDERSTAND YOUR EXEMPTION RIGHT OR HOW TO EXERCISE IT, YOU MAY WISH TO SEEK THE COUNSEL OF A LAWYER. (T.C.A. 26-2-114.)

## TO THE SHERIFF:

Please execute this Summons and make your return hereon as provided by law.

Received this summons for service this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Clerk

Officer

CERTIFIED COPY  
I certify that this is a true copy of the  
original order/pleading filed in the  
Circuit General Sessions-Juvenile  
Courts of Franklin County, TN.  
Deputy Clerk Date

7-18-12

IN THE CIRCUIT COURT OF FRANKLIN COUNTY, TENNESSEE

KRISTOPHER R. MAJORS and wife,                     ]  
CARIE MAJORS,

Plaintiffs,   ]

Vs   ]

STATE AUTO INSURANCE COMPANY,                     ]

Defendant.   ]

Case No. 2012-CV-18791  
Jury Demand

FILED 7-17-12  
TIME 9:30 AM  
ROBERT WAGGETT  
CIRCUIT COURT CLERK  
FRANKLIN COUNTY, TN

COMPLAINT

Comes now the plaintiffs and for their Complaint would show unto the Court as follows:

1. Plaintiffs, Kristopher R. Majors and wife, Carie Majors, are the owners of certain real property located at 2032 Mansford Road, Winchester, Franklin County, Tennessee, 37398, deeded to the plaintiffs by deed of record in Deed Book 298, Page 387, Register's Office of Franklin County, Tennessee, to which reference is herein made for more particulars.

2. Defendant, State Auto Insurance Company, is a duly organized insurance company doing business in the State of Tennessee.

3. On or about February 24, 2011 plaintiffs suffered a fire loss at their home located at the aforesaid 2032 Mansford Road, Winchester, Tennessee. The home was severely damaged as a result of the fire together with water damage from the fire department during the extinguishing of the fire. Plaintiffs also suffered the loss their personal property in the residence.

4. At the time of the fire loss the plaintiffs were insured with the defendants under Policy Number HT 0035719. Plaintiffs have made due demand upon the defendant to pay the damage to the improvements located on the real property referenced above but the defendant wrongfully and in bad faith refuses to properly compensate the plaintiffs for the amount of the loss and damage to the residence referenced above. As a result of the dilatory tactics of the defendant the plaintiffs were compelled to retain the services of an adjusting company known as First Call, Inc., located at 608 West Iris Drive, Nashville, Tennessee, 37204, to assist them in handling their fire loss claim. With the assistance of First Call, Inc., plaintiffs were able to eventually settle the personal property claims that the defendant wrongfully and in bad faith continues to stonewall with regard to the damage to the residence itself.

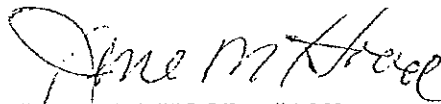
5. Plaintiffs have obtained repair estimates for the dwelling itself in the amount of \$91,489.71 which excludes repair to the roof, electrical wiring and the air conditioning and heating system. Plaintiffs would show at the trial of this cause that the defendant has wrongfully dealt in bad faith with the plaintiffs with regard to a loss that is now well over one year old. Plaintiffs allege that they would be entitled to recover the bad faith penalty as provided under T.C.A. 56-7-105, together with the damages as hereinabove referenced.

6. Plaintiffs would further show unto the Court as further evidence of the defendant's bad faith that the defendant insurance company has cut off their additional living expenses, knowing full well that the plaintiffs can no longer pay rental expenses on a place to live for them and their minor child and continue to make house payments on a house that they cannot use.

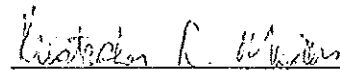
7. Plaintiffs would show unto the Court that Citi Mortgage is the lien holder on the property in question and that they would be entitled to be named as a party in interest as a result of their lien on the residence.

**WHEREFORE**, Plaintiffs sues the defendant for damages for breach of contract in the amount of \$91,489.71 for general repair to the residence, together with an additional \$12,000.00 for estimated roof, electrical and heating and air repair and/or replacement, together with punitive damages for bad faith as provided under T.C.A. 56-7-105, together with the plaintiffs' reasonable attorney fees, and demands a jury to try the issues when joined.

Respectfully submitted,



JERRE M. HOOD - #4669  
Attorney for Plaintiffs  
156 1<sup>st</sup> Ave. NW  
Winchester, TN 37398  
(931) 967-0838



KRISTOPHER R. MAJORS



CARIE MAJORS

STATE OF TENNESSEE  
COUNTY OF FRANKLIN

KRISTOPHER R. MAJORS and wife, CARIE MAJORS, make oath and state that they have read the foregoing Complaint and that the statements made therein are true and correct to the best of their knowledge, information and belief and that they are justly entitled to the relief requested therein.

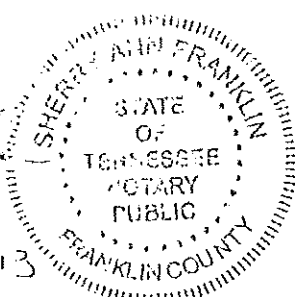
Kristopher R. Majors  
KRISTOPHER R. MAJORS

Carie Majors  
CARIE MAJORS

Sworn to and subscribed before me

this 11 day of October 2012.

[Signature]  
Notary Public



My Commission Expires: 12-10-2013

We go surety for all costs, other than discretionary costs, that may at any time be adjudged against the principal in the event they are not paid by the principal.

[Signature]  
Carie Majors Kristopher R. Majors

Majors.Complaint

KRISTOPHER R. MAJORS and wife,  
CARIE MAJORS,

Case No. \_\_\_\_\_  
Jury Demand

**Defendant.**

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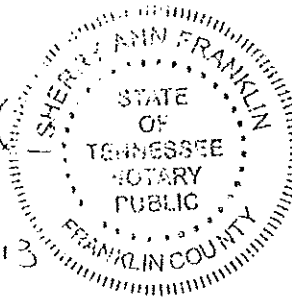
STATE OF TENNESSEE  
COUNTY OF FRANKLIN

KRISTPHER R. MAJORS and wife, CARIE MAJORS, make oath and state that they have read the foregoing Complaint and that the statements made therein are true and correct to the best of their knowledge, information and belief and that they are justly entitled to the relief requested therein.

Kristopher R. Majors  
KRISTOPHER R. MAJORS

Carie Majors  
CARIE MAJORS

Sworn to and subscribed before me  
this 11<sup>th</sup> day of October, 2012.  
[Signature]  
Notary Public



My Commission Expires: 12-10-2013

We go surety for all costs, other than discretionary costs,  
that may at any time be adjudged against the principal in  
the event they are not paid by the principal.

[Signature]  
Carie Majors Kristopher R. Majors

Majors.Complaint